

EXHIBIT A

1 UNITED STATES DISTRICT COURT

2 FOR THE

3 DISTRICT OF MINNESOTA

4

5 C.A. No. 16-cv-1054 (WMW/DTS)

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7 FAIR ISAAC CORPORATION,)

8 Plaintiff)

9 v.)

1 0 FEDERAL INSURANCE COMPANY AND ACE)

1 1 AMERICAN INSURANCE COMPANY,)

1 2 Defendants)

1 3 -----

1 4 CONFIDENTIAL TRANSCRIPT

1 5 ATTORNEYS' EYES ONLY

1 6

1 7 DEPOSITION OF MICHAEL SAWYER

1 8 October 2, 2018

1 9 Courtyard Marriott

2 0 35 Foxborough Boulevard

2 1 Foxborough, Massachusetts

2 2

2 3 *****

2 4 Court Reporter: Amie D. Rumbo

1 2015, it would be impossible to make the assertion
2 that Chubb has violated the license agreement.
3 The transaction had not occurred yet.
4 So our concern was that the
5 proposed transaction may impact that provision and
6 wanted to engage the client in dialogue to get a
7 better understanding of the process that they were
8 going through around the acquisition and whether
9 or not they felt like this provision in their
10 contract was going to be impacted by the proposed
11 transaction.
12 Q. All right. All right. Showing you
13 what's been marked as Exhibit 79.
14 (Exhibit 79 marked for identification.)
15 Q. Do you recognize these e-mails?
16 A. Yes. Upon seeing it, I can recall
17 these messages.
18 Q. Looking at the bottom of the page,
19 it looks like it's an e-mail from Lamont Boyd to
20 Russ Schreiber. Who is Lamont Boyd?
21 A. Lamont Boyd is a director or senior
22 director in FICO's scoring business unit.
23 Q. Was this -- you were copied. Russ
24 Schreiber forwarded this e-mail to you. Was this

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1 the first that you had heard about the ACE merger?
2 A. Proposed merger, yes, I believe so.
3 Q. What was your understanding of what
4 Lamont Boyd meant by, quote, "This could be
5 another backdoor win for FICO, CBIS"?
6 A. CBIS relates to a FICO product
7 called Credit Based Insurance Scores, which are
8 leveraged by a significant number of personal
9 lines insurance carriers to assess the risk posed
10 by an applicant for insurance. What Lamont is
11 saying here is that Chubb historically, in their
12 personal lines division, had not used Credit Based
13 Insurance Scores, but ACE had, and so Lamont is
14 suggesting that upon completion of the merger, the
15 ACE folks who are in charge of their risk
16 department may influence Chubb to use the Credit
17 Based Insurance Scoring solutions in their book of
18 business.
19 Q. And why did you respond in the
20 middle of the page an e-mail, it looks like, to
21 Russ dated July 1st, 2015, "Wow, not good"?
22 A. Sure. So as best I can recall, you
23 know, my concern would be that because Chubb was
24 getting acquired by ACE, that you know, our

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1 relationships with, you know, decision makers at
2 Chubb may -- we may lose some relationships
3 because ACE being the acquirer, may, you know,
4 take a stronger role in deciding future direction
5 of the company, and Chubb was a significantly more
6 significant client than ACE was for FICO at the
7 time.
8 MR. FLEMING: Mark this as
9 Exhibit 80.
10 (Exhibit 80 marked for identification.)
11 Q. So do you recall this e-mail chain
12 which begins with an e-mail from you dated
13 October 7th to Russ Schreiber and ends with a --
14 that's dated October 7th, 2015, and ends with an
15 e-mail from you to Russ Schreiber dated later that
16 same day?
17 A. I don't recall this e-mail
18 exchange, but I don't contest it's accuracy.
19 Q. Okay. Let's look at the first
20 e-mail, which is on the third page, Bates stamped
21 number FICO 1700 and that's an e-mail from you to
22 Russ Schreiber dated October 7th, 2015, and you
23 say, quote, "I think we're in a good spot. See
24 below. The first excerpt is from the original

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1 MSLA and states they have no assignment rights.
2 The second results from the MLSA and defines
3 Enterprise License. It's pretty restrictive and
4 excludes Parent Company which is what I think ACE
5 would be. The third is from the amendment when
6 they picked up the ELA option. It provides some
7 more flexibility as it relates to subsidiaries and
8 affiliates, but not parent company," end quote.
9 Now, you testified before when we
10 first started here after lunch, you talked about
11 in late 2015, your actions after learning of the
12 proposed ACE acquisition of Chubb. And is this
13 what you were -- does this reflect what you were
14 talking about in terms of reviewing the license
15 agreement so far as it relates to the assignment?
16 A. Yes, I believe so. As I testified
17 and as you can see here, my initial note is to
18 Russ Schreiber. You previously asked me who would
19 have directed me to do the analysis of the
20 contract, and I answered Russ Schreiber. So based
21 on Russ' request, this would have been my review
22 of the contract to provide him with the
23 information that I saw in the contract for him to
24 interpret.

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